

BEFORE THE  
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF: )  
 )  
DELORES CHENAULT )  
 )  
 vs ) No. 06-0637  
 ) (Status)  
ILLINOIS BELL TELEPHONE COMPANY )  
 )  
Complaint as to billing/charges )  
in Hainesville, Illinois. )

Chicago, Illinois  
July 23, 2007

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES :

MS. DELORES CHENAULT,  
283 Holiday Lane,  
Hainesville, Illinois,  
appeared pro se;

MR. JAMES A. HUTTENHOWER,  
225 West Randolph Street,  
Chicago, Illinois 60606  
appeared for Illinois Bell.

SULLIVAN REPORTING COMPANY, by  
Teresann B. Giorgi, CSR

1		<u>I</u> <u>N</u> <u>D</u> <u>E</u> <u>X</u>	
2			Re- By
3	<u>Witnesses:</u>	<u>Dir.</u> <u>Crx.</u> <u>dir.</u> <u>crx.</u> <u>Examiner</u>	
4	NONE		
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9		<u>E</u> <u>X</u> <u>H</u> <u>I</u> <u>B</u> <u>I</u> <u>T</u> <u>S</u>	
10	<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
11	NONE		
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1 JUDGE RILEY: Pursuant to the direction of  
2 the Illinois Commerce Commission, I call Docket  
3 No. 06-0637. This is a complaint by Delores  
4 Chenault versus Illinois Bell Telephone Company as  
5 to billing and charges in Hainesville, Illinois.

6 Ms. Chenault, you are again appearing  
7 without attorney, is that correct?

8 MS. CHENAULT: That's correct, sir.

9 JUDGE RILEY: Mr. Huttenhower, you're here for  
10 Illinois Bell?

11 MR. HUTTENHOWER: Yes.

12 JUDGE RILEY: Please enter an appearance.

13 MR. HUTTENHOWER: James Huttenhower,  
14 H-u-t-t-e-n-h-o-w-e-r, 225 West Randolph Street,  
15 Suite 25-D, Chicago, Illinois 60606.

16 JUDGE RILEY: Thank you.

17 And the reason that I called this  
18 additional status, Ms. Chenault, is that when we met  
19 last June 7, I went through the record and I was not  
20 satisfied that you had made a full response to  
21 Counsel's Motion to Dismiss, and I wanted to go back  
22 at it one more time.

1 MS. CHENAULT: What did I leave out?

2 JUDGE RILEY: Well, I want to go over kind of  
3 pretty much point by point.

4 Do you have a copy of that Motion to  
5 Dismiss on hand?

6 MS. CHENAULT: Not with me, but I went over it  
7 last night and I have an answer.

8 JUDGE RILEY: Okay.

9 His first point that he makes is that  
10 your complaint should be dismissed for lack of  
11 jurisdiction.

12 MS. CHENAULT: Lack of jurisdiction. Now --

13 JUDGE RILEY: What he's saying is, quite a bit  
14 of what you're complaining about, Illinois Bell has  
15 no jurisdiction over -- or, we have no -- the  
16 Commission has no jurisdiction.

17 MS. CHENAULT: You know, I refute that, because  
18 I receive a bill each month from Illinois Bell/SBC,  
19 each month, with all charges on that one bill. So,  
20 they're acting fiduciary for the Internet company,  
21 for my cable --

22 JUDGE RILEY: Voice Mail.

1 MS. CHENAULT: -- Voice Mail, all of that. But,  
2 they're responsible. They're billing me. So,  
3 therefore, I'm holding them responsible. I suppose  
4 it's a mythical Internet company, a mythical other  
5 company. You say they don't have jurisdiction  
6 over -- I can't accept that. You're billing me.  
7 So, they got to be responsible.

8 JUDGE RILEY: The fact is, we don't, we don't  
9 have jurisdiction over cable or Internet services.

10 MS. CHENAULT: But, you are billing me for cable  
11 and Internet service. You're going to tell me you  
12 don't have any jurisdiction? That doesn't sound  
13 logical.

14 JUDGE RILEY: Mr. Huttenhower, any response to  
15 that?

16 MS. CHENAULT: Would you like to explain that?

17 MR. HUTTENHOWER: Well, I think, Ms. Chenault,  
18 the issue is -- you know, these services appear in  
19 your AT&T bill. And if you have an issue with the  
20 services you could --

21 MS. CHENAULT: It's a billing, overcharging,  
22 padding the bills.

1       MR. HUTTENHOWER:  -- attempt to hold AT&T  
2   liable, but the Illinois Commission only has the  
3   ability to hear complaints that relate to wire line  
4   telephone service and not something like DSL.

5               So, it may be possible that you can go  
6   somewhere else and say, I'm upset about my bill for  
7   DSL, but, the Commission wouldn't be able to hear  
8   that complaint, because it only has authority over,  
9   basically, telephone service within Illinois.

10       JUDGE RILEY:  And just because those charges are  
11   contained on a bill that are sent from Illinois  
12   Bell, doesn't mean that Illinois Bell is providing  
13   the service, and it doesn't grant us jurisdiction,  
14   that's the problem.

15       MS. CHENAULT:  So, you're saying they're not  
16   providing services, but they're billing me.

17       JUDGE RILEY:  They're not billing you.  They're  
18   just simply billing you on behalf of.  In other  
19   words, the other company, who is actually providing  
20   the service, simply tells Illinois Bell, These are  
21   the charges --

22       MS. CHENAULT:  Well, just who made those

1 companies -- who do I go after now?

2 JUDGE RILEY: Cable would be who, AT&T Worldnet?

3 MR. HUTTENHOWER: We don't -- I don't know. We

4 don't provide cable service.

5 JUDGE RILEY: Right.

6 MS. CHENAULT: You're accepting my money for

7 Internet company. I want to know who they are. You

8 have to identify them.

9 MR. HUTTENHOWER: The entities are identified in

10 the bill and on -- in the Motion, as well.

11 MS. CHENAULT: It says SBC Illinois Bell. It

12 doesn't say anybody else I never heard of.

13 You know what I'm talking about,

14 James.

15 MR. HUTTENHOWER: I don't have a copy of any

16 bills here, so, I can't really --

17 MS. CHENAULT: Each bill, as I pointed out to

18 you in my brief, was padded, very padded, for

19 unlimited telephone calls, the bills I'm paying,

20 150, 140. You probably owe me some money. The

21 truth is known.

22 MR. HUTTENHOWER: I believe every bill in the

1 section that relates to the DSL service has a little  
2 heading that says, This service is provided by AT&T  
3 Internet Services.

4 In any event --

5 MS. CHENAULT: You just said they bought each  
6 other out, merged, et cetera, Illinois Bell.  
7 They're one in the same.

8 MR. HUTTENHOWER: And the Motion to Dismiss, I  
9 thought, also identifies AT&T Internet Services as  
10 the entity providing DSL service.

11 MS. CHENAULT: So, they're still one company.  
12 You said Illinois Bell merged with SBC and SBC, they  
13 merged with AT&T, and they're now doing business as  
14 SBC, out of your own mouth, James.

15 MR. HUTTENHOWER: Well, the point that this  
16 argument is making doesn't so much have to do with  
17 the structure of the company I work for, as it does  
18 with the authority of the Commission to hear certain  
19 types of cases. And the Commission can only hear  
20 certain types of claims.

21 Now, if I were to walk out of here and  
22 get hit by an AT&T van, that, obviously, involves



1 some activity by my company. But, if I wanted to  
2 file a lawsuit about the injuries I received from  
3 getting hit by a van, I couldn't do it at the  
4 Commerce Commission because they only deal with  
5 telephone service not --

6 MS. CHENAULT: You're giving me the run around.

7 MR. HUTTENHOWER: -- not personal injury.

8 MS. CHENAULT: I see how you're trying to  
9 separate it. But, it doesn't fly, because Illinois  
10 Bell, SBC, or AT&T, whatever they're calling  
11 themselves, they are billing me. So, I'm holding  
12 them responsible. They can't have when, you know,  
13 I'm taking your money (sic) for these over padded  
14 bills. But, I'm not responsible because I'm just a  
15 fiduciary for this other company that nobody knows  
16 who it is. Of course it's SBC, AT&T. There's no  
17 mythical company accepting money for. I don't  
18 accept that. That doesn't make sense for any  
19 reasonable intelligent person, something like that.

20 JUDGE RILEY: Okay. Well, the second point that  
21 Mr. Huttenhower made in his Motion, is that the  
22 complaint should be dismissed for failure to state a

1 claim.

2 MS. CHENAULT: Well, what may that be?

3 JUDGE RILEY: And what he states is that you  
4 failed to make any specific allegation explaining  
5 why you were charged the wrong rate for local  
6 service, nor did you explain why the service issues  
7 that you raised entitled you to a refund, it  
8 involved rerouted calls and lying operators.

9 MS. CHENAULT: Oh, I'll say it again. I want a  
10 refund, or this entire case dismissed because the  
11 bills were clearly padded. As you noted yourself, I  
12 paid each and every month for that service with  
13 SBC/Illinois Bell 150, 135, 140. But, the plan I  
14 signed up for was unlimited telephone calls. That  
15 was the advertisement, but could they switch plans?  
16 Those bills aren't normal for a person living alone.  
17 I don't have teenagers in my house. You understand?

18 It's impossible for me to incur that  
19 type of telephone bill. I live alone. I have no  
20 kid. And I'm not a Chatty Kathy. I don't talk on  
21 the phone all the time. Most of my calls are 800  
22 because I order a lot of stuff, and a few, you know,

1 acquaintances and I don't talk long to them, because  
2 they're on their job. So, this is impossible.

3                   And, plus, you also state -- I had  
4 Illinois Bell years, many years ago, and they  
5 charged me \$4,000, say I owed that type of bill,  
6 which is impossible, calls that were made all out of  
7 the country. And they tried to stick me with that  
8 bill. I filed Chapter 7, not this time. This shows  
9 it has no morals, no character, don't care what they  
10 do. They're probably overcharging everybody. You  
11 know this is greed. I'm mitigating greed, out of  
12 control greed. They have to be stopped, you  
13 understand? \$4,000 telephone bill, they're sending  
14 that to a customer.

15       JUDGE RILEY: Mr. Huttenhower, did you have  
16 anything further to state with regard to this?

17       MS. CHENAULT: You're going to try to take some  
18 more money from me? Never.

19       MR. HUTTENHOWER: Well, I would say that any  
20 experiences Ms. Chenault had in the past with  
21 Illinois Bell and that resulted in a bankruptcy  
22 filing, which she seems to suggest, I mean, that's

1 irrelevant to --

2 MS. CHENAULT: Irrelevant?

3 MR. HUTTENHOWER: -- irrelevant to --

4 MS. CHENAULT: You're talking about --

5 JUDGE RILEY: Ms. Chenault, let him finish.

6 This is his response.

7 MR. HUTTENHOWER: -- irrelevant to the issues  
8 raised in her current complaint. And that her  
9 complaint never really, other than to say that she  
10 was overcharged, never gives any details as to the  
11 overcharge, so that we would be able to defend  
12 against them. And that's the basis for this part of  
13 the Motion to Dismiss.

14 MS. CHENAULT: And I'm saying to you, as I said  
15 before -- I see why you didn't bring your stuff -- I  
16 indicated why I felt that I was overcharged.

17 Again, I paid my bill each month, 150,  
18 160, 135. And I came on board for unlimited calling  
19 plan, but they switched plans. That's a very strong  
20 reason. I don't care how you look at it. They  
21 switched plans. And SBC, I'll show you  
22 advertisements that they kept sending to my house,

1 all very good. What did I get? Overbilling  
2 consistently. Your own advertisement indicates  
3 that.

4 I mean, here, why would I select a  
5 plan that has no -- charges you each and every call  
6 you make, like a cell phone. I didn't accept a plan  
7 like that. This is wrong.

8 MR. HUTTENHOWER: But, Ms. Chenault, I believe  
9 you were billed for an unlimited local plan.

10 MS. CHENAULT: Yeah, unlimited. Unlimited means  
11 you can make as many calls as you want to.  
12 Unlimited means unlimited. These bills that I was  
13 receiving that's for charges -- you cannot justify  
14 this.

15 The Internet you say you're not  
16 responsible for, it's a flat rate. Even that wasn't  
17 a flat rate. This is greed out of control. I mean,  
18 the Internet wasn't flat. It fluctuated.

19 Any way you work, you people, you  
20 can't walk into your office, you hide. They say a  
21 office manager will come and get you. You know a  
22 bunch of things with the phone company. You try and

1 go there. You can't go in the office as normal  
2 people. You got to call, Who is it? Send somebody  
3 down. Look you over. What do you want? I mean,  
4 this is incredible.

5 JUDGE RILEY: In part 3 of the Motion to  
6 Dismiss --

7 MS. CHENAULT: Steal like that from people.  
8 Something is not stable. Take money from them like  
9 that. They need their phone. I can get by, some  
10 people can't. You're hiding upstairs.

11 JUDGE RILEY: Let's move on.

12 No. 3 of the complaint states that  
13 much of the complaints should be dismissed as moot.  
14 I would feel more comfortable if I were to actually  
15 get a copy of these last two pages to you, so you  
16 can read along.

17 MR. HUTTENHOWER: Here's a copy (indicating).

18 MS. CHENAULT: Where are you reading?

19 JUDGE RILEY: Where it says, Much of the  
20 complaint should be dismissed as moot. Do you see  
21 that?

22 MS. CHENAULT: No.

1       MR. HUTTENHOWER:   This one (indicating).  
2       JUDGE RILEY:   Start right there.  
3       MS. CHENAULT:   Enter my telephone service,  
4   that's a crime, intrude my telephone service.  I've  
5   made many complaints to SBC about my phone being  
6   tapped.  My calls being rerouted.  I can prove my  
7   calls are being rerouted.  
8       JUDGE RILEY:   This is on your land line, is that  
9   correct?  
10      MS. CHENAULT:   Oh, I don't put a land line on my  
11   telephone --  
12      JUDGE RILEY:   No.  That's the way your telephone  
13   is, it's plugged into the wall, is that right?  
14      MS. CHENAULT:   It's a regular telephone.  
15      JUDGE RILEY:   Right.  Okay.  It's not a cell  
16   phone, in other words.  
17      MS. CHENAULT:   Not a cell phone.  Not a cell  
18   phone.  
19      JUDGE RILEY:   When you dial a number, the calls  
20   are being rerouted?  
21      MS. CHENAULT:   I'll explain to you how I know.  
22      JUDGE RILEY:   Okay.

1 MS. CHENAULT: It's all proof.

2 I've have a friend who works downtown,  
3 a manager of a store. And I called him and I was  
4 told by a personnel who works there, who I happen to  
5 know, Can I speak to (inaudible)? Well, he's not  
6 here today. I called back later -- he said he'll be  
7 in later on. I called back later and I said, Rashad  
8 said you weren't there today. I've been here all  
9 day. Rashad didn't work today. That's the manager.  
10 So, how did Rashad get my telephone call at his home  
11 or wherever, and to tell me this lie that he wasn't  
12 there? He was coming in later, or something like  
13 that.

14 I called back the same day and I  
15 talked to the manager, I said, Rashad said you  
16 wasn't there today, or come in later, or something.  
17 He said, Oh, Rashad didn't work today. That told me  
18 -- that didn't come as a shock to me. I suspected  
19 -- I call some companies and they want information  
20 from me. A store I'm doing business with. They're  
21 asking me about my account. You're asking me  
22 questions? You're supposed to have my balance, my



1 monthly, whatever I'm asking for. You know, Call  
2 back later. Computer is down. You got to call  
3 back. This type of thing. I mean, how many times  
4 does a computer break. I have a computer. Mine  
5 isn't always down. It's never down.

6                   So, that's interfering with my  
7 telephone services. And I feel my calls are bugged  
8 and whatnot. You hear sounds you really shouldn't  
9 hear on the phone, you know, in the background. You  
10 know you dial a number and you hear click, click,  
11 click, like the number is being redialed. You dial  
12 the number again and redial and you hear the  
13 clicking. And plus sometime I dial a number and I  
14 hear T5432, that's supposed to be a code or some  
15 type of something to frighten the citizens?

16       JUDGE RILEY: Mr. Huttenhower, the one aspect of  
17 this point here about the "much of the complaint  
18 should be dismissed as moot," you state that her  
19 claim for two of these types of relief are moot,  
20 however, because all of her telephone service was  
21 switched to another carrier as of August 18, 2006.  
22 Doesn't the complainant complain about the service

1 prior to that time?

2 MS. CHENAULT: Of course it does.

3 MR. HUTTENHOWER: It does, but --

4 MS. CHENAULT: Of course it does.

5 MR. HUTTENHOWER: -- to the extent that she's

6 asking that -- part of the relief she's asking for

7 is that we stop interfering with her service and

8 stop overbilling her.

9 JUDGE RILEY: Okay.

10 MS. CHENAULT: Yeah --

11 JUDGE RILEY: Ms. Chenault, it's his response.

12 MR. HUTTENHOWER: If she's no longer our

13 customer, we can't do any of those things.

14 JUDGE RILEY: Right.

15 MS. CHENAULT: Well, you're still trying to get

16 money from me illegally. You're trying to get \$500

17 from me. I'm not going to give you that. That's

18 outrageous. I'll drop my charge that you're

19 interfering with my telephone service illegally, if

20 you drop trying to bill --

21 THE REPORTER: Ma'am, you're talking too fast.

22 MS. CHENAULT: I'm telling Counsel for Illinois

1 Bell/SBC/AT&T that you drop charges -- drop trying  
2 to take \$500 from me, then I will drop the charge of  
3 illegal interfering with my telephone service and  
4 overbilling me and my other charges. That thing is  
5 not correct. You've done a lot of things that are  
6 not correct here.

7                   We changed Administrative Law Judge  
8 because of improper conduct. I'm not against. . .

9           JUDGE RILEY: Anything further, Mr. Huttenhower?

10          MR. HUTTENHOWER: Nothing further on this point,  
11 your Honor.

12          JUDGE RILEY: Okay.

13                   Well, the last point that the  
14 respondent brought up was that the Commission should  
15 grant summary judgment to AT&T Illinois. And this  
16 is based upon -- Ms. Chenault, you stated that you  
17 had been overcharged because of -- because Illinois  
18 Bell failed to honor the rate advertised in a  
19 mailing that you had received from the Company.

20          MS. CHENAULT: That was SBC. They have three  
21 different names.

22          JUDGE RILEY: Well, the Motion here goes on to

1 add that the mailing in question was something  
2 called a Family Entertainment Package. And then  
3 makes the point; however, that you never did  
4 subscribe to the Family Entertainment Package.

5 MS. CHENAULT: Yes, I did. What are you  
6 doctoring the records, too? Of course I did. I  
7 selected a plan that I thought was best for me. And  
8 I can read. Of course I selected the plan for  
9 unlimited phone calls and the other good amenities  
10 that they offered. They offered different plans. I  
11 read them all. And I decided to join with the one  
12 that I thought was ideal. I thought it was a really  
13 good plan. What did I get?

14 And I have called the Company and they  
15 said, Well, you know you're on the Internet, you get  
16 a better plan. I selected a good plan. You want to  
17 go on the Internet and select the plan. It's your  
18 personnel.

19 JUDGE RILEY: It says the name of your long  
20 distance plan was Just Call 60 Preferred, but it was  
21 not the Family Entertainment Package.

22 MS. CHENAULT: No, they switched plans. I know

1 what I selected. So they could pad the bill.

2 JUDGE RILEY: Is there anything further,

3 Mr. Huttenhower? Any response here?

4 MR. HUTTENHOWER: Well, the main point here was

5 that Ms. Chenault referred to the plan that she

6 wanted to get and -- as described in the mailing.

7 Then when she provided the mailing, it involved a

8 service package that -- certainly that we were not

9 billing for, and the service package, at least,

10 based on the mailing, we weren't even offering at

11 the time she became a customer.

12 MS. CHENAULT: Oh, yes, you were. How do you

13 think I --

14 JUDGE RILEY: Once, again, please. I'll give

15 you a chance to respond. Let Mr. Huttenhower

16 finish.

17 MR. HUTTENHOWER: Because the mailing that she

18 produced, as showing the plan that she was

19 interested in, referred to the merger of AT&T and

20 SBC. And at the time Ms. Chenault signed up for her

21 plan, that was a good six or seven months before

22 that merger took place. So, that the package

1 offered in the mailing could not have been the  
2 package that she signed up for.

3 MS. CHENAULT: I refute that, because I gave  
4 Counsel several advertisements from SBC. And all of  
5 them were pretty good plans. And I selected the  
6 best plan.

7 JUDGE RILEY: Which one was that?

8 MS. CHENAULT: It was unlimited minutes, I  
9 remember that, that caught my attention, unlimited  
10 minutes, and some other things were thrown in there,  
11 you know, like ID -- the ID thing, and what a  
12 regular telephone has nowadays, but also unlimited  
13 minutes caught my attention. That's what I signed  
14 up. That's why I switched plans as a matter of  
15 fact, unlimited minutes. There were other packages  
16 too that they offered.

17 And I didn't know anything about their  
18 merger, so, you know. It's not relevant. I didn't  
19 know anything about a merger until you just recently  
20 told me. Illinois Bell, you know, same company. I  
21 would not have done business with them.

22 JUDGE RILEY: Okay. And the last order of

1 business that I had here today, several weeks ago,  
2 Ms. Chenault, you stopped by the office and hand  
3 delivered this envelope to me with some information.

4 MS. CHENAULT: Uh-huh.

5 JUDGE RILEY: I have not yet opened it up.

6 MS. CHENAULT: You knew what it was about  
7 because I told you verbally. And I went by James'  
8 office and I -- they came downstairs, a secretary,  
9 and I gave her -- I got her name, also.

10 JUDGE RILEY: Let me ask you this. Is the  
11 information contained in this envelope precisely the  
12 same thing that you gave to Mr. Huttenhower?

13 MS. CHENAULT: Basically, that I wanted an  
14 extension because I was not able to be here that  
15 day, July 3rd. I was unable to be here that day,  
16 July 3rd and I asked for additional time.

17 JUDGE RILEY: This is a request for an  
18 extension?

19 MS. CHENAULT: I told you that verbally.

20 JUDGE RILEY: Okay.

21 MS. CHENAULT: And why wouldn't you open it, you  
22 know? Why wouldn't you open it?

1 JUDGE RILEY: Well, it's considered what we  
2 call an ex-party communication, that you've given  
3 something to me that you haven't given to  
4 Mr. Huttenhower.

5 MS. CHENAULT: You both gotten the same  
6 information.

7 JUDGE RILEY: So --

8 MS. CHENAULT: The reason I walked down to each  
9 of you because the mail -- it would have come after  
10 the date, after the fact, so I had to make sure you  
11 got it, that's why it was hand delivered to make  
12 sure you got it. If I wasn't here and it came the  
13 5th or the 6th, you know, that would not served my  
14 purposes.

15 JUDGE RILEY: The proper procedure for something  
16 like this, a request for an extension, would be to  
17 file it with our Office of the Chief Clerk in  
18 Springfield.

19 MS. CHENAULT: It was an emergency. It was an  
20 emergency. And you knew what it was. We talked  
21 about it extensively in the hallway, here in your  
22 office, on this floor, as a matter of fact.



1 JUDGE RILEY: And this was a request for an  
2 extension to reply to the --

3 MS. CHENAULT: It was a request for an extension  
4 because I could not possibly be here July 3rd,  
5 personal problems that I was having.

6 JUDGE RILEY: Did we schedule a date for  
7 July 3rd?

8 MS. CHENAULT: And so -- the date was scheduled  
9 for July 3rd, otherwise why would I come here to say  
10 I couldn't be here that date? And I got the  
11 extension, by the way, because we're all here today.  
12 I got a letter indicating that to meet today.

13 JUDGE RILEY: I have no recollection, or no  
14 indication on the calendar that we had set a date  
15 for July 3rd.

16 MS. CHENAULT: Well, I got documentation to that  
17 effect. I have.

18 MR. HUTTENHOWER: I believe, your Honor, that  
19 you had entered an order giving her until July 3rd  
20 to respond in writing to the Motion to Dismiss.

21 JUDGE RILEY: Okay.

22 MS. CHENAULT: And I was not here. I couldn't

1 make it, that's why I hand delivered to you and him.  
2 Then we got this date here, which I got after  
3 Counsel received his letter, the secretary came  
4 downstairs. I got an extension for this date and  
5 I'm here.

6 JUDGE RILEY: Okay.

7 MS. CHENAULT: Don't try to use that. It's not  
8 going to work.

9 JUDGE RILEY: Well, the request for the  
10 extension is obviously moot because what I did was,  
11 I set this status date instead for the parties to  
12 come back together and specifically respond to the  
13 Motion to Dismiss.

14 Ms. Chenault, did you have anything  
15 further that you would like to say with regard to  
16 respondent's Motion to Dismiss?

17 MS. CHENAULT: I expect the charge to be  
18 dismissed.

19 JUDGE RILEY: There are no charges against you.

20 MS. CHENAULT: Well, if you want \$500, what do  
21 you call it?

22 JUDGE RILEY: Well, I'm sorry, that's not a

1 question of there being charges against you.

2                   What you're talking about is they have  
3 sent you a bill.

4       MS. CHENAULT: That I feel is unjust.

5       JUDGE RILEY: All right.

6       MS. CHENAULT: I mean, it's padded. It's  
7 overcharges. It's greed. It's unmitigating greed  
8 that I'm fighting here. The same company who sent  
9 to me for \$4,000 (sic) and now they're trying to put  
10 \$500 on me? No. No. No. If you try to say, Oh,  
11 gee whiz, we're going to dismiss my complaint, then  
12 I'll appeal it and go to the newspaper.

13       JUDGE RILEY: All right.

14       MS. CHENAULT: You haven't heard the last of  
15 this.

16       JUDGE RILEY: Does Illinois Bell have anything  
17 further?

18       MR. HUTTENHOWER: Just a point of clarification.  
19 Ms. Chenault has mentioned \$500 as being at issue.  
20 I think the final bill that's unpaid is more in the  
21 range of -- between 3 and 350, but I can't remember  
22 for sure, since she has my copy of the Motion that

1 talks about that.

2 JUDGE RILEY: Well, Ms. Chenault, the procedure  
3 is as follows from this point on. Again, I am going  
4 to have to write up a response to the Motion to  
5 Dismiss, incorporate both sides' arguments. And I  
6 will submit that as a proposed order to both you and  
7 to Mr. Huttenhower.

8 If you see anything in the proposed  
9 order that is adverse to your claims, the procedure  
10 is for you to file exceptions to what I have  
11 written, and you'd file those with the Clerk's  
12 Office, simply stating where you think I am in error  
13 in the --

14 MS. CHENAULT: And, then? What happens then?

15 JUDGE RILEY: I will take the exceptions into  
16 account and prepare a final order, and that will be  
17 submitted to the Commission and they can either  
18 accept my findings or they can reject them.

19 MS. CHENAULT: So, someone else will say, Judge,  
20 your findings -- you still have a Commission --  
21 does the ICC or Illinois Commerce Commission, have a  
22 Commission --

1 JUDGE RILEY: The ultimate disposition of this  
2 case goes to the five Commissioners -- to the four  
3 Commissioners of the Illinois Commerce Commission.

4 MS. CHENAULT: Are they appointed by the  
5 governor, that happened years ago.

6 JUDGE RILEY: That is the procedure. Yes. They  
7 are not elected officials, no.

8 But, anyway, that is the procedure as  
9 of right now.

10 So, the next thing that you should be  
11 looking for is what will say, Administrative Law  
12 Judge's Proposed Order.

13 MS. CHENAULT: I know what you're going to say  
14 and do.

15 So, I'm going to have exceptions to  
16 it. I mean, they're determined to take my money.  
17 I'm going to hang onto it.

18 JUDGE RILEY: All right. But, I urge you to  
19 read the order very carefully and consider  
20 everything that is said in there.

21 MS. CHENAULT: So, when will I get the proposed  
22 order?

1       JUDGE RILEY: I would hope to -- well, I'm going  
2 to wait for a copy of the transcript to become  
3 available, that might take a couple of weeks. So,  
4 it would possibly be mid -- the second half of  
5 August, mid to late August. And in the meantime,  
6 I'm also going to leave this record open.

7                   So, we will continue it without a  
8 date.

9                   (Whereupon, the above-entitled  
10                   matter was continued sine die.)

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